

COURT ORDER NO. 89-358-05-08

THE STATE OF TEXAS)
)
COUNTY OF COLLIN)

INSURANCE
ACTUARIAL SERVICES CONTRACT
ADMINISTRATIVE SERVICES

On May 8, 1989, the Commissioners' Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

William J. Roberts
Howard Thornton
Jerry Hoagland
John Witherspoon
Jack Hatchell

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request from the administrative services director for an award of proposal on a contract for an actuarial study of the county's insurance program (RFP No. 89-03-58).

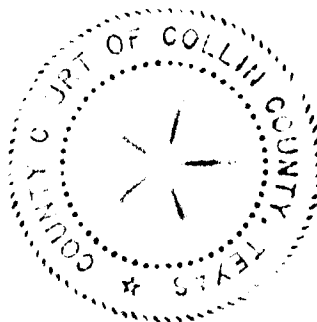
After a review of the seven (7) proposals submitted, a motion was made, seconded and carried with a majority vote of the court to award the service contract to Fred S. James & Co., of Dallas, TX, for an amount not to exceed \$10,000.00, and same is hereby approved in accordance with the documentation attached hereto.

Ordered and dated this the 8th day of May, 1989.

William J. Roberts
William J. Roberts, County Judge
Collin County, T E X A S

ATTEST:

Helen Starnes By: D.N.
Helen Starnes, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S



TO WHOM IT MAY CONCERN:

On this date 4/22/89, at 10:00 a.m.
 a total of 7 bids/proposals were received and
 opened on Bid/RFP No. 89-03-58; for
Actuarial Study (Services)

Below is a list of the bidders/offerers received and
 opened this date.

A representative from the Auditor's Office was present
 for the bid/proposal opening.

Lerrero & Associates

Tillinghast

Fred L. Jones & Co. of N. Y. Inc.

Alford Insurance

Robert W. Lazzaro & Associates Inc.

Morline & Schofield

Compas Hybrid ABC

MASON STRONG, PURCHASING AGENT

by:

Barbara Hyden
 Asst. Purchasing Agent

Witness:

Shelly McQuicken
 Asst. County Auditor

PROPOSAL TO PERFORM ACTUARIAL SERVICES**FOR****COLLIN COUNTY, TEXAS**

Fred. S. James & Co. of Texas, Inc. hereby proposes to perform actuarial consulting services for Collin County, Texas, in accordance with the Request For Proposal No. 89-03-58.

The purpose of the proposed study is to assist the County in the management and administration of its casualty self-insurance program. The assistance shall include:

1. Submission of a formal document addressing actuarial evaluations of reserves and loss forecasts.
2. Personal presentation and explanation of report results and conclusions to the County, if so desired.
3. Ongoing consultation, as necessary, with regard to implementation of recommendations.

A. SCOPE OF SERVICES

As of October 1, 1987, Collin County established self-insurance programs for its workers' compensation, automobile liability, and general liability exposures.

The overall objectives of this study will be to:

- A. Evaluate appropriate reserves to be carried as of September 30, 1989 for liabilities resulting from past self-insurance periods 1987-1988 and 1988-1989.
- B. Derive loss estimates for the ten-year forecast period 1989-1990 through 1998-1999.

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JAMES ACTUARIAL SERVICES

The study will include:

1. Analysis of loss reserves and funding requirements for self-insurance years 1987-1988 and 1988-1989 separately for workers' compensation, general liability, and automobile liability.
2. Estimation of reduction in funding requirements, if any, due to interest earning.
3. Ultimate loss forecasts for the ten-year projection period spanning 1989-1990 through 1998-1999, derived separately for workers' compensation, general liability, and automobile liability.
4. Incorporation into the forecast evaluations analysis of risk margins in the form of projections for the 80 percent and 90 percent confidence levels. Although risk margins will be estimated, no explicit risk margin will be recommended.
5. Analysis outlined under Items 3 and 4 will be completed at varying self-insurance retention levels of \$50,000, \$100,000, \$250,000, \$500,000, \$1 million, and \$5 million.
6. Presentation of results in a clearly written report which will include color graphics.

B. PERFORMANCE SCHEDULE

Upon receipt of data and information requested, James will deliver a final report to the County in six weeks. This time schedule is contingent upon:

1. Receipt of information in sufficient detail to perform analysis, and
2. No significant alterations or revisions in project definitions.

As such, receipt of information by May 10, 1989 will allow completion of final document by June 21, 1989.

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JAMES ACTUARIAL SERVICES

*COLLIN COUNTY, TEXAS**PAGE 3*

In addition, James will meet with County officials to discuss the results of the proposed analysis

C. CONTRACTOR DESCRIPTION

1. Fred. S. James & Co. of Texas, Inc.

Fred. S. James & Co. of Texas, Inc. is a diversified insurance and risk management firm whose major source of income is insurance brokerage. It serves Texas clients through the Dallas office. As a member of the Sedgwick/James Group, it has access to resources ranging from worldwide insurance marketing intelligence to claims administration and information systems for insurance companies.

The United States parent for Fred. S. James & Co. of Texas, Inc. is Fred. S. James & Co., Inc. (together with its affiliates and subsidiaries hereinafter called "James"). James was founded in Chicago, Illinois in 1858 and is currently headquartered in New York, New York. Over the years it has grown to become one of the largest national and international insurance brokerage and consulting firms.

The Sedgwick Group of London acquired James in October 1985. The new combination formed the third largest insurance brokerage in the world. Recently, Sedgwick/James and the Crump Companies have merged to form a still stronger combination.

*APRIL 14, 1989**JAMES ACTUARIAL SERVICES*

James serves more than 400,000 clients with a broad spectrum of services. James's "circle of services" includes property/casualty insurance, aviation and marine insurance, reinsurance, bonding and financial services, employee benefits, claims management and self-insurance administration, actuarial consulting, captive insurance management, and more.

2. *James Actuarial Services*

James offers its clients direct access to professional casualty actuarial expertise. The focus for casualty actuarial consulting to James clients is James Actuarial Services. The actuaries at James conduct ongoing research into improved methods of analysis and apply state-of-the-art techniques to the estimation of insurance liabilities.

James Actuarial Services is a unit within the Risk Management Services Division of Fred. S. James & Co., Inc. The major function of James Actuarial Services is the provision of expert, professional casualty actuarial services necessary to the sound management and administration of risk management and insurance programs.

James Actuarial Services has grown dramatically since its initial organization in 1985. Current accounts span a spectrum from self-insured hospitals to reinsurance companies, and from municipalities to Fortune 500 corporations. Current staff includes eight actuarial professionals and additional hires are anticipated in the near future.

James Actuarial Services' studies are independent, objective evaluations of risk financing programs. Reports are logically self-contained. James Actuarial Services prides

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JAMES ACTUARIAL SERVICES

*COLLIN COUNTY, TEXAS**PAGE 5*

itself in producing clearly written reports that can be understood by non-actuaries. The selection of actuarial techniques is related to the client's insurance and risk management program. Support for subjective judgments is explicitly identified and can be readily scrutinized. Report conclusions have clean audit trails and can be replicated by non-actuaries. This approach ensures the value of actuarial studies in helping James clients achieve their objectives.

James Actuarial Services enjoys the synergy of a brokerage environment. James Actuarial Services' studies benefit from close working relationships with local James offices. Because James actuaries can draw upon the knowledge of James producers and account executives, they are able to quickly assimilate each client's unique characteristics and accurately incorporate these considerations in James Actuarial Services actuarial studies.

3. James Office Location and Key Personnel

James vends casualty actuarial services through local James offices. For this project overall direction and primary contact will be provided by:

Mr. Stephen Levene
Assistant Vice President
Fred. S. James & Co. of Texas, Inc.
Lock Box One
3811 Turtle Creek Boulevard
Dallas, TX 75219-4419

In addition, professional actuarial services will be provided by:

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James Actuarial Services
830 Morris Turnpike
Short Hills, NJ 07078

(201) 564-7439

Key personnel from James Actuarial Services that will participate in this project are:

1. William N. Bartlett, F.C.A.S., M.A.A.A.
Senior Vice President and Chief Actuary
2. Gary R. Abramson, A.C.A.S., M.A.A.A.
Assistant Vice President and Consulting Actuary
3. Louise A. Francis, A.C.A.S., M.A.A.A.
Assistant Vice President and Consulting Actuary
4. Christopher Claus, Actuarial Consultant
5. Anthony V. Rizzuto, Actuarial Consultant

James Actuarial Services' organizational chart and resumes of all participating James personnel are included in the Appendix.

D. CLIENT REFERENCES

THE STATE OF OREGON

The State of Oregon
Department of General Services
Risk Management Division
1225 Ferry Street, SE
Salem, OR 93810

Workers' Compensation

Mr. David White, Manager
Risk Management Division
(503) 378-5525

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JAMES ACTUARIAL SERVICES

*COLLIN COUNTY, TEXAS**PAGE 7***CITY OF PORTLAND, MAINE****Automobile Liability and General Liability**

City of Portland, Maine
City Hall
389 Congress Street
Portland, ME 04101

Mr. Frank Greslick
Risk Manager
(207) 874-8300

COUNTY OF SANTA CLARA**Workers' Compensation, Automobile Liability, and General Liability**

County of Santa Clara
General Services Agency
Insurance/Risk Management
County Government Center
70 West Hedding Street
San Jose, CA 95110

Mr. Dan Blackhurst
Insurance Manager
(408) 299-3242

E. ACTUARIAL TECHNIQUES

Methods of analysis are strongly influenced by availability and quality of data plus purposes for which the studies are undertaken. In general, loss forecasts analyzed at varying self-insurance retentions and involving "confidence intervals" will require analyses of the frequency and severity components of aggregate losses separately. Probability distribution curves can be utilized to model severity (average size of loss) for analyses of varying retention levels.

Computer simulation can be utilized to model the risk process which involves convolutions of distributions of number of claims onto distributions for the size of loss. In

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*COLLIN COUNTY, TEXAS**PAGE 8*

this fashion, simulation can be utilized to estimate the mean and percentile levels of an aggregate loss distribution.

The extent to which County loss data will be utilized in this review depends upon the availability of experience in individual claim detail. Lack of County data will force the use of countrywide industry experience. James Actuarial Services prides itself on utilizing clients' own exposure, premium, and loss data to the largest extent possible.

For Collin County, the impact of economic inflation on losses and exposures will be measured by national indices. To the extent that historical loss information is not available for Collin County, industry development patterns will be utilized. Further, all statistical exhibits and procedures will be fully explained and annotated within the report.

F. COMPENSATION

The major part of expenses associated with the proposed review would be a consequence of the time spent on the study by our professional staff. As a result, charges for our services would be contingent upon time expended at hourly rates which vary by level of professional expertise, but would range from a minimum charge of \$7,500 to a guaranteed maximum of \$12,500. A copy of James Actuarial Services rate schedule is attached. An accounting of billable hours would be submitted with our bill at the conclusion of the project. The quoted fee includes expenses associated with proposed trips to Collin County. However, it is limited to the proposed services only and does not

*APRIL 14, 1989**JAMES ACTUARIAL SERVICES*

*COLLIN COUNTY, TEXAS**PAGE 9*

comprehend the full spectrum of services, from claims management to insurance placement, available through James. Additional services, if desired, would be subject to separate negotiation and fees.

Fees will be billed by and payable to:

Fred. S. James & Co. of Texas, Inc.
Lock Box One
3811 Turtle Creek Boulevard
Dallas, TX 75219-4419

(214) 651-4000

G. ACCEPTANCE

Acceptance of this proposal should be communicated to Mr. Stephen Levene, Assistant Vice President, Fred. S. James & Co. of Texas, Inc.

Attachments

APRIL 14, 1989

JAMES ACTUARIAL SERVICES

Analysis of Pricing
Fee Schedule
James Actuarial Services

<u>Position</u>	<u>Experience</u>	<u>James Hourly Charges to Client</u>
<i>Chief Actuary</i>	<i>Senior FCAS</i>	<i>\$160.00</i>
<i>Senior Consulting Actuary</i>	<i>Senior FCAS</i>	<i>\$160.00</i>
<i>Consulting Actuary</i>	<i>Junior FCAS</i> <i>Senior ACAS</i>	<i>\$140.00</i>
<i>Senior Actuarial Consultant</i>	<i>Junior ACAS</i> <i>Passed 5 or more CAS Exams</i>	<i>\$100.00</i>
<i>Actuarial Consultant</i>	<i>Junior Actuarial Student</i>	<i>\$80.00</i>
<i>Administrative Assistant</i>		<i>\$52.00</i>
<i>Staff Assistant</i>	<i>Undergraduate</i>	<i>\$52.00</i>
<i>Clerical</i>		<i>\$52.00</i>

FEES.WK1

JAMES ACTUARIAL SERVICES

JAMES ACTUARIAL SERVICES

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William N. Bartlett**F.C.A.S., M.A.A.A.****Senior Vice President & Chief Actuary****201-564-7436****Gary R. Abramson****A.C.A.S., M.A.A.A.****Assistant Vice President &****Consulting Actuary****201-564-7228****Louise A. Francis****A.C.A.S., M.A.A.A.****Assistant Vice President &****Consulting Actuary****201-564-7443****Ann V. Griffith****F.C.A.S., M.A.A.A.****Assistant Vice President &****Consulting Actuary****201-564-7229****Christine H. Pivrotto****Administrative Assistant****201-564-7439****Susan C. Schoenberger****Senior Actuarial Consultant****201-564-7437****Adrienne Levine****Actuarial Consultant****201-564-7453****Anthony V. Rizzuto****Actuarial Consultant****201-564-7454****Christopher J. Claus****Actuarial Consultant****201-564-7227****Julie K. Halper****Staff Assistant****201-564-7353**

WILLIAM N. BARTLETT
SENIOR VICE PRESIDENT & CHIEF ACTUARY

William N. Bartlett heads the James Actuarial Services unit of the Risk Management Services Division. This unit provides actuarial support to James' worldwide operations, including consulting services rendered directly to James clients.

Mr. Bartlett began his actuarial career in 1970 at Continental Insurance Companies. During his fourteen years with Continental, Mr. Bartlett was active in both personal lines and commercial lines. In addition, he has extensive experience in product development, forecasting, and analyses of financial and underwriting results. During his tenure at Continental Mr. Bartlett advanced to the position of Assistant Vice President and Associate Actuary with overall ratemaking responsibility for commercial lines, including automobile, general liability, property, and multiline packages. Mr. Bartlett joined Fred. S. James in July 1985 as a Senior Consulting Actuary.

Mr. Bartlett is a Fellow of the Casualty Actuarial Society (FCAS) and a Member of the American Academy of Actuaries (MAAA). He is active in Committee work for the Society and is also a member of the International Actuarial Association and ASTIN.

Mr. Bartlett is a graduate of Colgate University with a B.A. (Honors) in mathematics. He has also completed three years of graduate study in mathematics at the State University of New York at Buffalo.

GARY R. ABRAMSON**ASSISTANT VICE PRESIDENT AND CONSULTING ACTUARY**

Gary R. Abramson joined Fred. S. James in June, 1988 as an Assistant Vice President and Consulting Actuary in the James Actuarial Services unit of the Risk Management Services Division.

Mr. Abramson began his actuarial career in 1974 at the Continental Insurance Co. During his eleven years with Continental, Mr. Abramson was active predominantly in personal lines. In addition, he has extensive experience in product development, market research, forecasting, and analysis of financial and underwriting results. During his tenure at Continental, Mr. Abramson advanced to the position of Director and Assistant Actuary with overall ratemaking responsibility for personal lines. In 1985 Mr. Abramson joined Hanover Insurance Co. as Manager of the Personal Lines actuarial unit directing the pricing and reserving analyses of personal auto and homeowners.

Mr. Abramson is an Associate of the Casualty Actuarial Society (A.C.A.S.) and a Member of the American Academy of Actuaries (M.A.A.A.).

Mr. Abramson is a graduate of Illinois State University with a B.S. in Mathematics and has a M.S. in Actuarial Science from Northeastern University.

LOUISE A. FRANCIS**ASSISTANT VICE PRESIDENT & CONSULTING ACTUARY**

Louise A. Francis joined Fred. S. James and Company, Inc. in January, 1987. She is currently an Assistant Vice President and Consulting Actuary in the James Actuarial Services unit of the Risk Management Services Division.

Prior to her employment with Fred. S. James, Ms. Francis was an Assistant Actuary with F & G Re, Inc. At F & G Re she was responsible for the corporate planning model, quarterly reserve analysis, a financial analysis system for individual contracts and pricing reinsurance.

Ms. Francis joined F & G Re as an Actuarial Assistant working primarily in Financial Reinsurance. Prior to that, Ms. Francis was employed in the Research and Analysis Department of Continental Insurance.

Ms. Francis began her actuarial career in June of 1982 with the National Council of Compensation Insurance, working in the Law Evaluations Department.

Ms. Francis is an Associate of the Casualty Actuarial Society and a member of the American Academy of Actuaries. She has a B.A. from William Smith College where she graduated with High Honors. She also has an M.S. in Health Sciences from SUNY at Stony Brook where her curriculum emphasized statistical applications in health planning and epidemiology.

CHRISTOPHER J. CLAUS
ACTUARIAL CONSULTANT

Christopher J. Claus became an Actuarial Consultant in May 1988 after his graduation from the College of Insurance. He first joined the James Actuarial Services unit of the Risk Management Services Division as a Staff Assistant in February 1987 as part of a cooperative education program in conjunction with The College of Insurance. Previously, Chris was employed as a marine claims examiner at Fred. S. James & Co. of New York, Inc. in New York City.

Mr. Claus is a graduate of the College of Insurance with a B.S. in Actuarial Science. He attained status in Who's Who Among Students in American Universities and Colleges and National Dean's List Standings.

Chris is currently pursuing Fellowship in the Casualty Actuarial Society. He has completed two of the ten examinations required for this designation.

ANTHONY V. RIZZUTO
ACTUARIAL CONSULTANT

Anthony V. Rizzuto joined Fred. S. James & Co., Inc. in June 1986 as an Actuarial Consultant in the James Actuarial Services unit of the Risk Management Services Division. This unit provides actuarial support to James' worldwide operations, including consulting services rendered directly to James clients.

Mr. Rizzuto is a graduate of Fairleigh Dickinson University with a Bachelor of Arts in Mathematics Education. He is a Cum Laude graduate and attained National Dean's List status. In addition, he was an All-County, All-Conference and Scholar All American swimmer.

Mr. Rizzuto is currently pursuing membership in the Casualty Actuarial Society. He has completed two of the ten examinations required for Fellowship.

RECEIVED
MAR 29 1989

COLLIN COUNTY, TEXAS

FSJ-DALLAS

REQUEST FOR PROPOSAL
PROFESSIONAL SERVICES

RETURN ENTIRE PACKET AND YOUR SUBMITTAL TO:

COLLIN COUNTY AUDITOR'S OFFICE
SIXTH FLOOR, COLLIN COUNTY COURTHOUSE
210 SOUTH MCDONALD STREET
MCKINNEY, TEXAS 75069

The enclosed REQUEST FOR PROPOSAL are for your convenience in submitting an offer for the enclosed referenced services for Collin County.

Sealed proposals shall be received no later than:

10:00 A.M., THURSDAY, APRIL 13, 1989

MARK ENVELOPE: "RFP NO. 89-03-58, ACTUARIAL SERVICES"

Collin County appreciates your time and effort in preparing this proposal. Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after deadline will be returned unopened and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners Courtroom, Sixth Floor, Courthouse, McKinney, Texas.

If offerer does not wish to submit an offer, at this time but desires to remain on the list for this service, please submit a "NO OFFER" by the same time and at the same location as stated above. If response is not received for consecutive RFP's, offerer shall be removed from list. If however, you choose to "NO OFFER" this service and wish to remain on list for other services, please state the particular service under which you wish to be classified.

Collin County is always very conscious and extremely appreciative of the time and effort you must expend to submit an offer. We would appreciate your indicating on your "NO OFFER" response any requirements of this RFP which may have influenced your decision to "NO OFFER".

COLLIN COUNTY
REQUEST FOR PROPOSAL
PROFESSIONAL SERVICES

INSTRUCTIONS/STATEMENT OF WORK/TERMS OF CONTRACT

Commissioners Court of Collin County, Texas is requesting sealed proposals of professional consulting services to be received for:

ACTUARIAL STUDY OF THE COUNTY'S
INSURANCE PROGRAMS

IT IS UNDERSTOOD THAT Collin County, reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of Collin County. Receipt of any proposal shall under no circumstances obligate Collin County to accept the lowest proposal. The award of the contract shall be made to the responsible offerer whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposal.

PROPOSALS SHALL include this RFP and all additional documents submitted. Proposal shall be placed in a sealed envelope/package/box, manually signed in ink by a person having the authority to bind the firm in a contract and mark clearly on the outside as outlined below.

SUBMISSION OF PROPOSALS: Six (6) copies of all proposal documents shall be sealed and submitted as offerer's response to:

Collin County Auditor's Office
Sixth Floor, Collin County Courthouse
210 South McDonald Street
McKinney, Texas 75069

NO LATER THAN 10:00 A.M., THURSDAY, APRIL 13, 1989
MARK ENVELOPE: "RFP NO. 89-03-58, ACTUARIAL SERVICES"

ALL RFP'S MUST BE RECEIVED IN COUNTY AUDITOR'S OFFICE
BEFORE RECEIVING DATE AND TIME

LATE PROPOSALS: Proposals received in County Auditor's Office after submission deadline shall be returned unopened and will be considered void and unacceptable. Collin County is not responsible for lateness of mail, carrier, etc., and time/date stamp clock in Auditor's Office shall be the official time of receipt.

ALTERING PROPOSALS: Any interlineation, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or cancelled by the offerer for a period of ninety (90) days following the date designated for the receipt of proposal, and offerer so agrees upon submittal of their proposal.

PROPOSALS WILL BE received and publicly acknowledged at the location, date, and time stated above. Offerers, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerers and kept secret during the negotiation/evaluation process.

However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal so identified by offer as such.

REQUEST FOR PROPOSAL
PROFESSIONAL SERVICE
ACTUARIAL

SECTION	TITLE
1.0	PURPOSE
2.0	INFORMATION/QUESTIONS
3.0	GENERAL CONTRACT TERMS AND CONDITIONS
4.0	EVALUATION OF PROPOSAL
5.0	SCOPE OF SERVICE/STATEMENT OF WORK
6.0	COST SUBMITTALS/BILLING RATE
7.0	STAFF QUALIFICATIONS
8.0	REFERENCES
9.0	OTHER PROJECTS INVOLVED WITH
10.0	SIGNATURES AND AFFIDAVIT
11.0	AWARD INFORMATION

PROFESSIONAL SERVICES
ACTUARIAL

1.0 PURPOSE

Collin County's intent of this Request for Proposal and resulting contract is to obtain proposals from and the services of a qualified professional Actuarial firm with extensive experience in the research and projection of insurance needs.

Collin County requires a study of the automobile liability, general liability and workers' compensation cost of risk projected for a ten-year period of time.

This projection is requested to be on an 80% and 90% confidence level and would be at the following occurrence levels: \$50,000, \$100,000, \$250,000, \$500,000, \$1,000,000 and \$5,000,000.

A study is also needed of the County's loss reserve adequacy level in liability and worker's compensation.

1.1 BACKGROUND

Historical records of past and present insurance programs, premiums, statistics, etc. will be provided upon request in preparing this proposal. A summary of the loss information has been attached for your review.

2.0 INFORMATION/QUESTIONS

Requests for information regarding contractual matters related to this RFP should be directed to:

Purchasing Department
Courthouse Annex
McKinney, Texas 75069

214/548-4118 or;
Dallas Metro 231-7170 ext. 4118

Request for information regarding technical matters related to this RFP should be directed to:

Steve Read
Personnel Department
Collin County Courthouse
McKinney, Texas 75069

214/548-4605 or;
Dallas Metro 231-7170 ext. 4605

3.0 GENERAL CONTRACT TERMS AND CONDITIONS

3.1 Contract

This proposal, submitted documents, and any negotiations, when properly accepted by Collin County, shall constitute a contract equally binding between the successful offerer and Collin County. No different or additional terms will become a part of this contract with the exception of a Change Order.

3.2 Conflict of Interest

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated Local Government Code Title 5, Subtitled C, Chapter 171.

3.3 Confidentiality

All information disclosed by Collin County to successful offerer for the purpose of the work to be done or information that comes to the attention of the successful offerer during the course of performing such work is to be kept strictly confidential.

3.4 Addenda

Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in Collin County Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Offerers shall acknowledge receipt of all addenda.

3.5 Change Orders

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Collin County Purchasing Agent.

3.6 Assignment

The successful offerer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Collin County Commissioners.

3.7 Venue

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.

3.8 Submittal of Confidential Material

Any material that is to be considered as confidential in nature must be clearly marked as such by the offerer and will be treated as confidential by Collin County.

3.9 Minimum Standards for Responsible Prospective Offerers:

A prospective offerer must affirmatively demonstrate their responsibility. A prospective offerer must meet the following requirements:

- 1.) have adequate financial resources, or the ability to obtain such resources as required;
- 2.) be able to comply with the required or proposed delivery schedule;
- 3.) have a satisfactory record of performance;
- 4.) have a satisfactory record of integrity and ethics;
- 5.) be otherwise qualified and eligible to receive an award.

Collin County may request representation and other information sufficient to determine offerer's ability to meet these minimum standards listed above.

3.10 Successful Offerer Shall

Successful offerer shall defend, indemnify and save harmless Collin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offerer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offerer shall pay any judgement with cost which may be obtained against Collin County growing out of such injury or damages.

3.11 Sales Tax

Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include taxes.

3.12 Design, Standards and Practices

Design, strength, quality of materials and workmanship must conform to the highest stands of engineering practices and/or professional services.

3.13 Proposals/Offerers Must Comply with:

All federal, state, county and local laws governing or covering this type of service.

3.14 Patents/Copyrights

The successful offerer agrees to protect Collin County from claims involving infringements of patents and/or copyrights.

3.15 Termination of Contract

A. This contract shall remain in effect until contract expires, completion and acceptance of services or default. Collin County reserves the right to terminate the contract immediately in the event the successful offerer fails to:

- 1.) meet delivery or completion schedules, or
- 2.) otherwise perform in accordance with the accepted proposal.

B. Either party may terminate this contract with a thirty (30) days' written notice prior to any cancellation. The successful offer must state therein the reasons for such cancellation.

3.16 Performance of Contract

Collin County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

3.16 Purchase Order

A purchase order(s) shall be generated by Collin County to the successful offerer.

3.17 Invoices

Invoices shall be mailed directly to:

Collin County Auditor's Office
Sixth Floor
210 S. McDonald
McKinney, Texas 75069

The invoices shall show:

- 1.) Name and address of successful offerer;
- 2.) detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
- 3.) Collin County Purchase Order Number.

Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

3.18 Payment

Payment will be made upon receipt and acceptance by the County of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S.

3.19 Ownership

All plans, prints, designs, concepts, etc., shall become the property of Collin County.

4.0 Evaluation Criteria and Factors

The award of the contract shall be made to the responsible offerer whose proposal is determined to be the lowest and best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals.

The evaluation criteria will be grouped into percentage factors as follows:

- | | |
|-----|--|
| 25% | Offerer's qualifications/experience |
| 25% | The proposed product meeting County's needs and requirements |
| 40% | Offerer's total proposed fees |
| 10% | Offerer's staff support |

4.1 Presentation

Collin County may request offerer to make oral presentation for further proposal clarifications.

5.0 Scope of Services

The proposal submittal should address the following areas (PLEASE CLEARLY MARK YOUR SUBMITTALS):

1. A brief history and description of your firm; your areas of specialization; your location; accessibility to discuss the study with the actuary doing the study; and benefits your company offers that are unique.
2. References Collin County may contact regarding your services.
3. A description of the actuarial methods to be used in the study.
4. A description as to what extent external information versus Collin County's experience would be used in the study.

The County anticipates award of contract by April 24, 1989 with the completion of the study due June 21, 1989.

6.0 Cost Submittals/Rates

Offerer is requested to include a breakdown of their fee structure/charges.

7.0 Staff Qualifications/Experience/Credentials

Offerer shall supply your organization, experience and staff assigned to the project. Provide headquarters, nearest office and managing office for the projects state herein. Show level of organizational responsibility of key project staff members.

8.0 References

Offerer shall supply with this proposal a list of at least three (3) references where like services or similar projects have been performed by their firm. Include name of firm, address, telephone number and name of representative.

9.0 Other Projects Involved With

Offerer shall provide a list other projects that you are currently involved with or will be involved with.

10.0 Signatures and Affidavit

The offerer hereby certifies that the professional fees presented/stated herein are consistent with and not higher than the published recommended practices and fees of the applicable professional associations and do not exceed the maximum provided by law.

SIGNATURE OF ENTIRE PROPOSAL AND SUBMITTALS

FIRM/OFFERER: Fred. S. James & Co. of TexasBY: Stephen Lenene

signature

A. L. P.

title

ADDRESS: 3811 Turtle Creek Blvd., LBL, Dallas, TX 75219-4419PHONE: (214) 651-4000

OFFERER MUST SIGN AFFIDAVIT ON PAGE 13 AS PART OF THIS RFP
RETURN ENTIRE PACKAGE AND ALL
DOCUMENTATION REQUIRED BY THIS REQUEST FOR PROPOSAL

PROPOSAL AFFIDAVIT

AUTHORIZED OFFICER: All pages in offerer's proposal containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the proposal.

The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying proposal. The period of acceptance of this proposal will be 90 calendar days from the date of the proposal opening. (Period of acceptance will be ninety (90) calendar days unless otherwise indicated by offerer.)

STATE OF Texas COUNTY OF Dallas

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared

Stephen Levene, who after being by me duly sworn, did depose and say:

"I, Stephen Levene am a duly authorized officer
(name)
or/agent for Fred. S. James & Co. of Texas and have
(name of firm)
been duly authorized to execute the foregoing proposal on
behalf of the said: Fred. S. James & Co. of Texas.
(name of firm)

I hereby certify that the foregoing proposal has not been prepared in collusion with any other offerer or other person or persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the offerer is not now, nor has been for the past six (6) month, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon.

Name and address of offerer: Fred. S. James & Co. of Texas
3811 Turtle Creek Blvd., LB1, Dallas, TX 75218-4419

BY: Stephen Levene, Stephen Levene Asst. V.P.
(print name) (signature) (title)

SUBSCRIBED AND SWORN to before me by the above-named
Stephen Levene on 4-29-89.
date

Susan D. Hart
Notary Public in and for the State of Texas
RETURN THIS AFFIDAVIT AS PART OF PROPOSAL

INSTRUCTIONS:

LEAVE BLANK

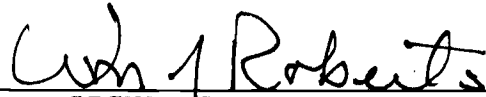
DO NOT WRITE IN THIS SPACE/COLLIN COUNTY TO COMPLETE:

11.0 SELECTION AND AWARD

The Request for Proposals and offerers submittal are hereby accepted and awarded to:

Fred S. James & Co. of Texas, Inc.Lock Box One, 3811 Turtle Creek Blvd.Dallas, Texas 75219-4419

BY COLLIN COUNTY COMMISSIONERS COURT

SIGNATURECounty JudgeTITLE89-358-05-08COURT ORDER NUMBERMay 8, 1989DATE